

**UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF DELAWARE**

PROOF OF CLAIM



497326

Bar Date Ref # 2-N-98

In re
Fleming Companies, Inc

Case Number
03-10945

NOTE This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.

Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.

Check box if you have never received any notices from the bankruptcy court in this case.

Check box if this address differs from the address on the envelope sent to you by the court.

If you have already filed a proof of claim with the Bankruptcy Court or BMC, you do not need to file again.

Name of Creditor and Address

0354652497326
Douglas E Straub Esq Blatt & Straub P C
107 W Venango St
Mercer PA 16137
On behalf John Ricklefs & Becky Ricklefs

Creditor Telephone Number (724) 662-1200

CREDITOR TAX ID #

ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR
Not applicable

Check here replaces or amends a previously filed claim dated _____

1 BASIS FOR CLAIM
 Goods sold Personal injury/wrongful death Retiree benefits as defined in 11 U.S.C. § 1114(a)
 Services performed Taxes Wages salaries and compensation (Fill out below)
 Money loaned Other (describe briefly) Your social security number _____
 Unpaid compensation for services performed from _____ to _____
 (date) (date)

2 DATE DEBT WAS INCURRED 9-3-97

3 IF COURT JUDGMENT, DATE OBTAINED

4 TOTAL AMOUNT OF CLAIM AS OF PETITION DATE \$ 35,000.00 (unsecured) \$ (secured) \$ 35,000.00 (unsecured priority) (total)

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.
 Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5 SECURED CLAIM
 Check this box if your claim is secured by collateral (including a right of setoff).
 Brief description of collateral:
 Real Estate _____
 Motor Vehicle _____
 Other _____
 Value of collateral \$ _____
 Amount of arrearage and other charges at time case filed included in secured claim above if any \$ _____

6 UNSECURED PRIORITY CLAIM
 Check this box if you have an unsecured priority claim.
 Specify the priority of the claim:
 Wages salaries or commissions (up to \$4,650) earned within 90 days before filing of the bankruptcy petition or cessation of the Debtor's business whichever is earlier 11 U.S.C. § 507(a)(3)
 Contributions to an employee benefit plan 11 U.S.C. § 507(a)(4)
 Up to \$2,100 of deposits toward purchase lease or rental of property or services for personal family or household use 11 U.S.C. § 507(a)(6)
 Alimony maintenance or support owed to a spouse former spouse or child 11 U.S.C. § 507(a)(7)
 Taxes or penalties owed to governmental units 11 U.S.C. § 507(a)(8)
 Other Specify applicable paragraph of 11 U.S.C. § 507(a) _____
Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

7 CREDITS The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8 SUPPORTING DOCUMENTS Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9 DATE-STAMPED COPY To receive an acknowledgment of your claim, please enclose a self-addressed stamped envelope and an additional copy of this proof of claim.

The original of this completed proof of claim form must be sent by mail or hand delivered (FAXES NOT ACCEPTED) so that it is received on or before 4:00 p.m., September 15, 2003, Pacific Daylight Time.
BY MAIL TO
 Bankruptcy Management Corporation
 P O BOX 900
 El Segundo CA 90245-0900
BY HAND OR OVERNIGHT DELIVERY TO
 Bankruptcy Management Corporation
 1330 East Franklin Avenue
 El Segundo CA 90245

Fleming Companies Claim
 11839

DATE SIGNED
9-10-03

SIGN and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney if any)
 Douglas E. Straub, Esquire for John and Becky Ricklefs

Penalty for presenting fraudulent claim is a fine of up to \$500,000 or imprisonment for up to 5 years or both 18 U.S.C. §§ 152 AND 3571

FILED
SEP 12 2003
BMC

See Other Side For Instructions



Morris Corporate Center III 400 Interpace Parkway Bldg D, 3rd Floor Parsippany, NJ 07054
October 19, 1998 (973) 541-2700 (800) 366-2683 FAX (973) 541-0461

Straub Douglass
107 W Venango Street
Mercer, PA 16134

**RE OUR INSURED
EMPLOYEE
OUR FILE NUMBER
DATE OF LOSS**

**B & T Enterprises
John Ricklefs
411-010708
9/3/97**

Dear Mr Douglass

This letter will serve as an updated notice on our lien

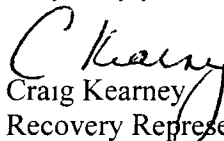
Please be advised that American International Underwriters is the Compensation Carrier for B & T Enterprises and holds a lien on any potential third party settlement The amount to date is

INDEMNITY	\$5,722 31
MEDICAL	\$8 468 80
TOTAL AMOUNT	\$14,191 11

Please send us a status on this claim

Thank you

Very truly yours,


Craig Kearney
Recovery Representative
(973) 541-2748

CK hr

**LAW OFFICES OF
BLATT & STRAUB, P.C
OLD STONE JAIL, SECOND FLOOR
107 WEST VENANGO STREET
MERCER, PA 16137
(412) 662-1200**

THIS CONTRACT, made and entered into this 12th day of November, 1997, by and between **JOHN M RICKLEFS**, hereinafter referred to as "client" and **Blatt & Straub, P C**, hereinafter referred to as "attorneys"

WHEREAS, client desires to employ attorneys to institute and prosecute a claim or suit against such persons, firms, associations, political bodies, governmental units or corporations as attorneys, in their sole discretion, deem desirable or necessary to pursue a claim for personal injuries arising from a ~~slip and fall~~ accident occurring on September 3, 1997 at the Market Basket Grocery Store

THEREFORE, the parties agree as follows

1 Client employs attorneys to represent him, her or it and, if necessary, to institute and prosecute suit and, as compensation for legal services, client agrees to pay and hereby assigns unto attorneys thirty-three and one-third percent (33 $\frac{1}{3}$ %) of all monies and things of any value recovered in said claim by compromise, settlement or suit This 33 $\frac{1}{3}$ % fee shall be upon gross monies received This thirty-three and one-third (33 $\frac{1}{3}$ %) percent is on gross monies received **prior to deduction** of costs advanced by attorneys or any deduction for out-standing medical bills or expenses owing Said costs, bills and expenses shall be the sole responsibility of clients and the net amount payable to them If the case proceeds to trial an additional fee of ten percent (10%) of the total amount received shall be charged in addition to the fee above provided for If no recovery is obtained there is no attorney fee, however clients are still responsible for costs advanced by Attorneys

2 In the event of a "structured settlement", the fee provided for above shall be computed on the basis of the "present value" of that "structured settlement" at the time of settlement in accordance with such methods of determining "present value" as are generally recognized, accepted and employed by expert economists or actuaries The expense of such determination shall be considered a cost or expense of the case The whole fee is payable at the time of settlement

3 As to all attorneys fees herein provided for, the attorneys shall have a lien upon all monies and things of value recovered in said claim as aforesaid

4 If the attorneys seek an award of attorney fees and costs as sanctions against a party litigant, and if such attorneys fees and costs are awarded to the attorney and any such award shall be in lieu of the attorneys fees and costs provided for hereinabove, unless they are less than the fees provided for in provision 1 above, in which case an amount sufficient to make up the difference shall be paid by clients to attorneys

5 Client shall pay all costs and expenses incurred in and about institution and prosecution of said suit or claim

6 Attorneys are hereby authorized to advance costs and expenses which clients agrees to repay promptly upon request

7 Attorneys accept employment on the condition that, if it appears to be recoverable claim, they will proceed to handle the same, provided however, that if at any time attorneys determines that the prosecution of said claim or suit shall not, in their opinion, be feasible, attorneys are entitled to withdraw from representation of clients

8 If a claim is made on behalf of any infant or incompetent and if Court rules or law requires, the fee will then be such as may be approved by the Court

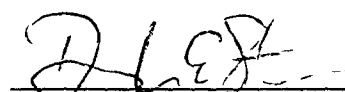
9 Client does hereby authorize attorneys, at attorneys sole option, to withhold and pay from any sums received by way of settlement or otherwise in the prosecution of the claim

- a The attorneys fees herein provided,
- b Any costs or expenses not yet reimbursed to the attorneys,
- c Any amounts owed by clients for doctors or hospital bills,
- d Any other obligations owed by clients arising out of the controversy for which the attorneys were employed

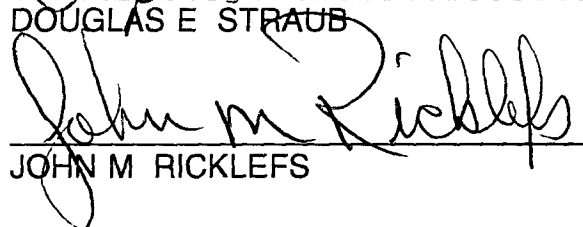
10 It is further agreed, that in the event the attorneys negotiates and recommends acceptance of what the attorneys, in their sole discretion, considers to be fair and equitable settlement of the claim for which the attorneys are hereby employed, and if the client refuses to accept said settlement, the attorneys shall thereupon have the right to withdraw from representation of said client, and the client shall be indebted to said attorneys for the amount of the attorneys fees and costs and expenses hereinabove provided based upon the offer of settlement recommended by the attorneys

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

BLATT & STRAUB, P C



DOUGLAS E STRAUB



JOHN M RICKLEFS



Douglas E Straub

Attorney At Law

*107 West Venango Street
Mercer Pennsylvania 16137
(724) 662 1200
Fax (724) 662-4338*

September 10, 2003

Bankruptcy Management Corporation
P O BOX 900
EL SEGUNDO, CA 90245-0900

IN RE FLEMING COMPANIES, INC , ET AL ,
CASE NUMBER 03-10945, BANKRUPTCY COURT FOR THE
DISTRICT OF DELAWARE

My Clients John and Becky Ricklefs
Case Number 1004 Civil 1999, In the Court of Common Pleas of
McKean County, Pennsylvania
Date of Injury September 3, 1997

SUMMARY OF UNLIQUIDATED CLAIM FOR PERSONAL INJURIES

Dear Sir or Madam

I am an attorney representing the interests of John and Becky Ricklefs, who are Plaintiffs Husband and Wife in pending litigation, the specifics of which are set forth above Please consider this as a brief summary of the unliquidated claims of my clients, arising from Mr Ricklefs personal injuries sustained on September 3, 1997 This action is presently pending in the Court of Common Pleas of McKean County, Pennsylvania, referenced at case number 1004 Civil 1999 and involves Mr Ricklefs claim for personal injuries as well as his wife's derivative claim for loss of consortium as a result of Mr Ricklef's injuries

Based my information, Mr Ricklef's injury occurred on September 3, 1997 when he was struck on the upper body by falling boxes while working as a cleaner for an independent contracting company at a "Market Basket" grocery store in Port Allegany, Pennsylvania At the time of this injury, the grocery store at issue was owned, operated and/or controlled by Fleming Companies, Inc Due to the fact that the injury was caused by stacked boxes which created a danger of injury to persons, in an area where persons walked, a lawsuit based on premises liability was instituted against Fleming Companies During litigation, Fleming's asserted defenses were primarily based on contributory negligence

Based on my information to date, Mr Ricklef's medical expenses and wage loss arising from his injury are as follows

Medical Expenses \$8,468 80

Wage Loss \$5,722 31

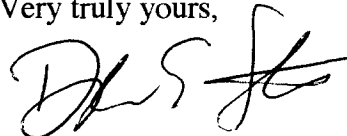
Total \$14, 191 11* See attached copy of lien statement from Workers' Compensation carrier

Although the extent of Mr Ricklef's injury arising from the incident was subject to dispute during litigation, it appears that the general diagnosis was cervical strain (chronic neck pain) with some radicular symptomology His medical treatment, as far as the records in my possession, concluded for the most part within 9-10 months of his injury Ms Ricklef's claim was based on an alleged loss of consortium she experienced as a result of her husband's injuries However, as of November 2001, the parties had separated and I believe they have not reconciled

Based on the information in my file concerning the injury alleged, medical expenses and wage loss, venue of occurrence and liability issues, I believe that this claim has a reasonable value of approximately \$35,000 00 total for both plaintiff's claims

Thank you for your consideration of this information and contact me if you require any further information

Very truly yours,

A handwritten signature in black ink, appearing to read 'D. Straub', with a stylized flourish extending to the right.

Douglas E. Straub



Douglas E Straub

Attorney At Law

*107 West Venango Street
Mercer Pennsylvania 16137
(724) 662 1200
Fax (724) 662 4333*

September 10, 2003

Bankruptcy Management Corporation
P O Box 900
El Segundo, CA 90245-0900

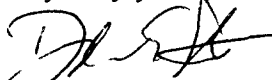
RE In RE Fleming Companies, Inc
Case No 03-10945, U S Bankruptcy Court for District of Delaware
Claims of John and Becky Ricklefs

Dear Sir or Madam

Enclosed please find the Proof of Claim relative to the above referenced creditors as well as supporting documentation I am also enclosing a copy of the Proof of Claim which I would request that you time stamp and return to me in the enclosed self-addressed stamped envelope

Should you have any questions concerning this matter, please feel free to contact me at your convenience

Very truly yours,


Douglas E Straub

DES/dlb
Enclosures